

	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
	PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

SUPPLY ORDER NO. BCCL/PUR/HQ/312111(D-1)/12-13/BROTHER CARTRIDGE/86/261

DATED 22.01.14

To,

M/s Vareli Tecnac Private Ltd,
 14/1B, EZRA STREET, 9TH FLOOR,
 Kolkatta-700001

(Vendor Code:1/22/D/S/032)

By Regd post

SUB: SUPPLY OF BROTHER MAKE PRINTER CARTRIDGES FOR BROTHER MAKE LASER PRINTER,
MODEL – HL 5240

REF: OUR RATE CONTRACT NO. BCCL/PUR/HQ/312111(D-1)/12-13/BROTHER CARTRIDGE/86/209
 DATED 05.02.13

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place a PURCHASE ORDER on you for Supply of BROTHER MAKE PRINTER CARTRIDGES FOR BROTHER MAKE LASER PRINTER, against above referred Rate contract at the following prices, terms and conditions:

Sl. No.	Description of Item	Unit	Qty.	Unit Rate(Rs.)	Value(Rs.)
1	Brother make printer Cartridges for Brother make Laser Printer, Model- HL 5240	Nos.	35	4,600.00	1,61,000.00
			JVAT @ 5%		8050.00
			Total Including JVAT		1,69,050.00

1. PRICES: The prices are Firm & FOR destination basis

2. EXCISE DUTY: Not applicable.

3. SUPPLIES & BILLING:- Shall be made from your Branch Office at Dhanbad, Jharkhand

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4. SALES TAX: JVAT Shall be payable extra @ 5% extra as indicated above applicable within delivery period, since supplies shall be made from your Dhanbad branch office.
5. DELIVERY PERIOD: within 4-6 weeks from date of date of issue of purchase order.
6. PAYMENT TERMS: 100 % payment shall be made within 21 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.
7. PAYING AUTHORITY: CFM (Pay) I/C, Koyla Bhawan .
8. INSPECTION: Final Inspection shall be carried out at Consignee's end by GM (System) or his authorised representative.
9. TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.
10. PENALTY FOR FAILURE TO SUPPLY IN TIME: The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:
- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .
 - b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or
 - c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
 - d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
 - e) To encash any Bank guarantee which is available for recovery of the penalty or
 - f) To forfeit the security deposit full or in part.
 - g) Whenever under the contract a sum of money is recoverable from and payable by the

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supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

11. PRICE FALL CLAUSE:

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulation will not, however apply to exports by the supplier. A certificate to this effect shall be submitted by you along with each supply.

12. LOWEST PRICE CERTIFICATE:- You should submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date"

13. SUBMISSION OF BILL: Pre-receipted stamped original bill for 100% value in five copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

PARTICULARS OF BANK ACCOUNT		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s Vareli Tecnac Private Limited, 14/1-B, Ezra street, World trade Centre, 9 th Floor, Kolkata – 700001
2	A. BANK NAME:	Corporation Bank
3	B. BRANCH NAME: (Including IFSC/RTGS Code)	Canning Street, Kolkata IFSC Code:- CORP0000151
4	C. ADDRESS:	Rampuria Market, 11 ND Floor, Canning Street, Kolkata - 700001

5	D. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700017003
6	E. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
7	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	015100401110001 Vareli Tecnac Private Limited

14. GUARANTEE /WARRANTY: Manufacturer Guarantee/Warranty should be for a period of 12 months from the date of receipt and acceptance. Material shall be covered under guarantee/warranty of manufacturer and it should be free from any manufacturing defect . If any defect is found in the materials you will have to arrange for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint

15. PACKING: Consignment shall be supplied in suitable standard proper packing.

16. FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

17. CONSIGNEE: GM(System) , Koyla Bhawan.

18. Security Deposit: Submitted against RC and forwarded to GM(F)Pur vide no 4139 dated 19.02.2013.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY

All other terms and conditions will be as per rate Contract. This issues with the approval of the competent Authority.

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INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 9 dated 17.12.2013 I.R. No:313271 dated 02.01.2014	BC No 24 DATED 30.12.2013 for Rs. 1,69,050/- and FC No . BCCL/REV/CM (FIN) PAY,I/C/FC/13-14/EDP/PRINTING & STATIONERY/20 DATED 30.12.2013 for Rs. 1,69,050/-

Yours faithfully,

Nadeem
22/01/2014
(Nadeem Khan)
MT(MM)

(C.R Samantray)
Chief Manager(MM)
For & on behalf of Bharat Coking Coal Ltd.

COPY:

1. GM(System), Koyla Bhawan
2. GM(F).MM , Koyla Bhawan.
3. CHIEF MANAGER(F)PAY I/C BCCL HQ, Dhanbad.
- ✓ 4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. MF/Office Copy

This issues with the concurrence and approval of the competent authority.

Nadeem
22/01/2014
MT(MM)

22/01/14
Chief Manager(MM)

